

Remarks

The above Amendments and these Remarks are in reply to the Office Action mailed March 23, 2005. A Petition for Extension of Time is also submitted herewith, together with the appropriate fee.

I. Summary of Examiner's Rejections

Prior to the Office Action mailed March 23, 2005, Claims 1-43 were pending in the Application. In the Office Action mailed March 23, 2005, Claims 4, 6, 15 and 23 were rejected under 35 U.S.C. 112 as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. Claims 1-24, 26, 27 and 31-43 were rejected under 35 U.S.C. 102(b) as being anticipated by Fino et al. (U.S. Patent No. 5,689,705, hereafter Fino). Claims 25 and 28-30 were rejected under 35 U.S.C. 103(a) as being unpatentable over Fino in view of Barad et al. (U.S. Patent No. 6,206,750, hereafter Barad).

II. Summary of Applicant's Amendment

The present Response cancels Claims 1-9; and amends Claims 10, 15, 23, 26, 35, and 38-43, leaving for the Examiner's present consideration Claims 10-43. Reconsideration of the Application, as amended, is respectfully requested. Applicant respectfully reserves the right to prosecute any originally presented or canceled claims in a continuing or future application.

III. Claim Rejections under 35 U.S.C. §112

In the Office Action mailed March 23, 2005, Claims 4, 6, 15 and 23 were rejected under 35 U.S.C. 112 as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention.

Accordingly, Claims 1-9 have been canceled, and Claims 15 and 23 have been amended as shown above. Applicant respectfully submits that the claims, as amended, now conform to the requirements of 35 U.S.C. 112, and reconsideration thereof is respectfully requested.

IV. Claim Rejections under 35 U.S.C. §102(b)

In the Office Action mailed March 23, 2005, Claims 1-24, 26, 27 and 31-43 were rejected under 35 U.S.C. 102(b) as being anticipated by Fino (U.S. Patent No. 5,689,705).

Claims 1-9

Claims 1-9 have been canceled, rendering moot the rejection of these claims. Applicant respectfully reserves the right to prosecute any canceled or originally presented claims in a continuing or future application.

Claim 10

Claim 10 has been amended to more clearly define the embodiment therein. As amended, Claim 10 defines:

10. *(Currently Amended) A system for allowing a user to create a custom building design, comprising:*

a central server having stored thereon a database of building design elements, wherein each entry in said database describes a design element data and includes the current availability and the design characteristics of said design element as provided by a vendor of said design elements;

communications links to a plurality of vendors for obtaining said design element data;

a plurality of agreements that specify which design elements are to be provided by which vendors;

a user interface for presenting a set of currently available design element options to a user, as offered by the vendors, and for receiving from said user a set of preferred design element options;

a database processor for updating the contents of the database with updated design element information received from the vendors; and

wherein a particular design element can be provided by multiple ones of said plurality of vendors, according to said agreements.

Claim 10 has been amended to more clearly define that the embodiment therein comprises a *central server* having stored thereon a database of building design elements, wherein each entry in the database describes a design element data and includes the current availability and the design characteristics of the design element as provided by a vendor of the design elements. The system also comprises *communications links* to a *plurality of vendors* for obtaining the design element data, and a plurality of *agreements* that specify which design elements are to be provided by which vendor(s). A user interface presents a set of currently available design element options as offered by the vendors. A particular design element can be provided by *multiple ones of the plurality of vendors*, according to the agreements. Applicant respectfully submits that these features are not disclosed or suggested by the cited references.

The advantages of the embodiment defined by Claim 10 include that it provides an infrastructure of manufacturers, designers, developers and service providers, that are connected to each other via a series of links or relationships to a central service provider. This allows an otherwise diverse group of participants, e.g. builders, contractors, and consumers, to work together for the benefit of all participants. Since multiple sources for each relationship can be accessed, consumers can drive the home buying experience, and benefit from having greater value, expanded choices, better design, better quality and lower costs. Local home developers benefit by providing a more competitive product offering to consumers. Manufactured homebuilders benefit from increased utilization of their existing plants. Service providers such as architects, mortgage brokers, insurance brokers, decorating companies, etc., benefit by receiving a design fee each time one of their designs or services is sold or used in the design of a home.

Fino discloses a system for facilitating the information transfer and processing associated with home construction and home sales. (Abstract). As disclosed therein, the system includes means for displaying plat information; information relating to the home design; information related to the home options; mortgage information; and information related to a contract associated with the sale of the home. (Column 2, lines 22-34). More specifically, a plan selection module allows the viewer to see floor plan layouts and elevational views for each of the model home designs made available by the builder. Once a floor plan has been selected, the system allows various options to be selected. A display associated with each one of the options eliminates much of the guesswork

associated with selecting options, particularly in those cases where the potential buyer has not had an opportunity to view model homes constructed by the construction company offering the options. (Column 4, line 54 - Column 5, line 48). A predetermined number of market offices may then be structured to communicate with a single regional office and lastly, a predetermined number of regional offices may be responsible for reporting to a single corporate office. In order for this hierarchical structure to be of maximum benefit to each office involved, there must be a systematic process whereby information is updated (or synchronized) between the offices. (Column 7, lines 20-38).

It appears from the above description that, in Fino, the system is designed to provide a number of databases, distributed across many offices, wherein each of the databases offers the same (i.e. a synchronized) copy of the data available to the home buyer. The information in each database is synchronized so that a buyer in, e.g. a regional office, sees the same information as might be available in a corporate office, or in another regional office. Furthermore, it appears that the options presented to the home buyer are restricted to those options provided by the database owner, since there does not appear to be any means by which a different vendor might link to a database, or might otherwise make their offerings available to the prospective buyer.

However, in the embodiment defined by Claim 10, the focus is not on the synchronizing of information across many databases, but on creating a database at a *central server*, and providing *communications links* to a *plurality of vendors*. Each vendor can specify using *agreements* which design elements they can provide. A particular design element can be provided by *multiple ones of the plurality of vendors*, according to the agreements. A user interface is then provided for presenting a set of currently available design element options to a user, as offered by the linked vendors, and according to the agreements. Applicant respectfully submits that this approach is different from the synchronized network of databases disclosed by Fino.

In view of the above comments, Applicant respectfully submits that Claim 10, as amended, is neither anticipated by, nor obvious in view of the cited references, and reconsideration thereof is respectfully requested.

Claims 23, 26 and 35

The comments provided above with respect to Claim 10 are hereby incorporated by reference. Claims 23, 26 and 35 have been similarly amended to more clearly define the embodiments therein. Applicant respectfully submits that Claims 23, 26 and 35, as amended, are likewise neither anticipated by, nor obvious in view of the cited references, and reconsideration thereof is respectfully requested.

Claims 11-22, 24, 26, 27, 31-34 and 36-43

Claims 11-22, 24, 26, 27, 31-34 and 36-43 are not addressed separately but it is respectfully submitted that these claims are allowable as depending from an allowable independent claim and further in view of the comments provided above. Applicant respectfully submits that Claims 11-22, 24, 26, 27, 31-34 and 36-43 are similarly neither anticipated by, nor obvious in view of the cited references, and reconsideration thereof is respectfully requested.

It is also submitted that these claims also add their own limitations which render them patentable in their own right. Applicant respectfully reserves the right to argue these limitations should it become necessary in the future.

V. Claim Rejections under 35 U.S.C. §103(a)

In the Office Action mailed March 23, 2005, Claims 25 and 28-30 were rejected under 35 U.S.C. 103(a) as being unpatentable over Fino (U.S. Patent No. 5,689,705) in view of Barad (U.S. Patent No. 6,206,750).

Claims 25 and 28-30 are not addressed separately but it is respectfully submitted that these claims are allowable as depending from an allowable independent claim and further in view of the comments provided above. Applicant respectfully submits that Claims 25 and 28-30 are similarly neither anticipated by, nor obvious in view of the cited references, and reconsideration thereof is respectfully requested.

It is also submitted that these claims also add their own limitations which render them patentable in their own right. Applicant respectfully reserves the right to argue these limitations should it become necessary in the future.



Application No.: 09/784,224

Response to OA dated: March 23, 2005

Response dated: September 23, 2005

VI. Conclusion


In view of the above amendments and remarks, it is respectfully submitted that all of the claims now pending in the subject patent application should be allowable, and reconsideration thereof is respectfully requested. The Examiner is respectfully requested to telephone the undersigned if he can assist in any way in expediting issuance of a patent.

Enclosed is a PETITION FOR EXTENSION OF TIME UNDER 37 C.F.R. § 1.136 for extending the time to respond up to and including September 23, 2005.

The Commissioner is authorized to charge any underpayment or credit any overpayment to Deposit Account No. 06-1325 for any matter in connection with this response, including any fee for extension of time, which may be required.

Respectfully submitted,

Date: September 23, 2005

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